

**EXHIBIT A**

**PLEASE TAKE A MOMENT TO REVIEW THIS LOAN AGREEMENT CAREFULLY. YOU WILL BE REQUIRED TO ELECTRONICALLY SIGN AND DATE IT. YOU WILL ALSO ELECTRONICALLY SIGN AND DATE THE DISBURSEMENT AND PAYMENT CHOICE AUTHORIZATIONS.**

**CONSENT TO ELECTRONIC COMMUNICATIONS**

The following terms and conditions govern electronic communications in connection with this Agreement and the transaction evidenced hereby (this "Consent").

By electronically signing this Agreement you are confirming that you have agreed to the terms and conditions of this Consent and that you have the ability to download or print a copy of this Consent for your records. You further agree that:

Any disclosure, notice, record, or other type of information that is provided to you in connection with your transaction with us, including but not limited to, this Agreement, this Consent, disclosures, change-in-term notices, fee and transaction information, statements, delayed disbursement letters, notices of adverse action, and transaction information (collectively, "Communications"), may be sent to you electronically by sending it to you by e-mail as permitted by applicable law.

We will not be obligated to provide any Communication to you in paper form unless you specifically request us to do so.

You may obtain a copy of any Communication by contacting us at [Finedayfunds.com](https://www.finedayfunds.com), writing to us at [customerservice@finedayfunds.com](mailto:customerservice@finedayfunds.com) or by calling us at 844-941-0035. You will not be charged a fee for such copy. You also can withdraw your consent to ongoing electronic communications in the same manner, and ask that they be sent to you in paper or non-electronic form. If you choose to receive Communications in paper or non-electronic form, we may elect to terminate this Agreement and demand payment of the amount then due by the date of your withdrawal of consent; or by the expiration of any minimum term mandated by law, whichever is later.

You agree to provide us with your current e-mail address for notices at the address or phone number indicated above. If your e-mail address changes, you must send us a notice of the new address by writing to us or sending us an e-mail, using secure messaging, at least five (5) days before the change.

In order to receive electronic communications in connection with this transaction, you will need a working connection to the Internet. Your browser must support the Secure Sockets Layer (SSL) protocol. SSL provides a secure channel to send and receive data over the Internet. Microsoft Internet Explorer 6 or equivalent browser and above supports this feature. You will also need either a printer connected to your computer to print disclosures/notices or sufficient hard drive space available to save the information (e.g., 1 megabyte or more). You must have your own Internet service provider. We may amend (add to, delete or change) the terms of this Consent to electronic communication by providing you with advance notice.

By electronically signing below, you agree that You have read and agree to the ESIGN Disclosures and Consent and also agree to receive electronic communications from FINEDAY FUNDS.

**NAME: Darby Permenter**

*Darby Permenter*

**05/08/2023 13:50:53**

<b>Loan # [REDACTED] 25</b>	
<b>Agreement Date:</b> 05/08/2023	<b>Loan #:</b> [REDACTED] 25
<b>Effective Date:</b> 05/09/2023	<b>Loan Type:</b> Installment Loan
Eagle Lending, LLC DBA Fineday Funds P.O. Box 457 Keshena, WI 54135	Name: Darby Permenter Address: [REDACTED] City: [REDACTED] State: [REDACTED] Zip: [REDACTED] Phone: [REDACTED] Email Address: [REDACTED]

In this Agreement ("Agreement") the words "we," "us" and "our" mean Eagle Lending, LLC DBA Fineday Funds, an economic development arm of, an instrumentality of, and a limited liability company wholly-owned and controlled by, the Menominee Indian Tribe of Wisconsin ("Tribe"), and any authorized representative, agent, independent contractor, affiliate or assignee we use in the provision of your loan. "You" and "your" means the consumer who signs the Agreement electronically. The term "business day" means any calendar day other than a Saturday, Sunday or a bank or federal holiday, between the hours of 8 a.m. and 5 p.m. CST.

This Agreement is governed by the laws of the Tribe.

In order to complete your transaction with us, you must electronically sign and date this Agreement. A loan will not be made until your completed application is received and approved by us. Once you sign and submit this Agreement, the final approval for credit will be made from our office located on the Tribe's Reservation. If your information cannot be verified by the Effective Date, your request for credit will not be approved, we will not fund the loan, and you will not incur any finance charge or fees. If we approve your request, this Agreement will be consummated on the Tribe's Reservation.

**TRUTH IN LENDING DISCLOSURES**

<b>ANNUAL PERCENTAGE RATE</b>	<b>FINANCE CHARGE</b>	<b>Amount Financed</b>	<b>Total of Payments</b>
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
795% *	\$4908.68	\$1000.00	\$5908.68

**Your Payment Schedule will be:**

Number of Payment	Payment Amount	Payment Date
1	\$328.26	05/26/2023
2	\$328.26	06/09/2023
3	\$328.26	06/23/2023
4	\$328.26	07/07/2023
5	\$328.26	07/21/2023
6	\$328.26	08/04/2023
7	\$328.26	08/18/2023
8	\$328.26	09/01/2023
9	\$328.26	09/15/2023
10	\$328.26	09/29/2023
11	\$328.26	10/13/2023
12	\$328.26	10/27/2023
13	\$328.26	11/09/2023
14	\$328.26	11/24/2023
15	\$328.26	12/08/2023
16	\$328.26	12/22/2023
17	\$328.26	01/05/2024
18	\$328.26	01/19/2024

**Security:** If you decide to authorize automatic payments from your bank account, you are giving a security interest in your Payment Choice Authorization. If you do not authorize automatic payments from your bank account, you are not giving us a security interest.

**Late Charge:** If a payment is three (3) days or more late, you will be charged \$30 per late scheduled payment.

**Prepayment:** If you pay off your loan early, you will not have to pay a penalty.

See the terms of the Agreement below for any additional information about nonpayment, default, any repayment in full before the scheduled date, and prepayment refunds and penalties.

\* means an estimate.

ITEMIZATION OF AMOUNT FINANCED: Amount Financed/Amount given to You directly \$1000.00

**SPECIAL NOTICES:**

- **YOUR LOAN IS AN EXPENSIVE FORM OF BORROWING.**
- **YOU CAN SAVE FINANCE CHARGES BY PAYING OFF YOUR LOAN EARLY EITHER IN PART OR IN FULL.**
- **YOUR LOAN IS DESIGNED TO ASSIST YOU IN MEETING YOUR SHORT-TERM CASH NEEDS. IT IS NOT A SOLUTION FOR LONGER TERM FINANCIAL PROBLEMS.**
- **NON-PROFIT CREDIT COUNSELING SERVICES MAY BE AVAILABLE IN YOUR COMMUNITY FOR CONSUMERS EXPERIENCING FINANCIAL PROBLEMS.**

**PAYMENT DISBURSEMENT OPTIONS**

**DISBURSEMENT:** Funds will be transferred to your account in as little as one business day after your loan has been approved and processed. You authorize us to use commercially reasonable efforts to initiate a credit entry by depositing the proceeds of your loan into your Bank Account as described in your Disbursement Authorization.

The date that your loan proceeds are deposited to your Bank Account is the "Disbursement Date." Please note that every bank has its own policies governing when transferred funds become available to their customers. We have no control over these policies or the delays they may cause.

Unavoidable delays that occur as a result of bank holidays, the processing schedule of your individual bank, inadvertent processing errors, "acts of God," and/or "acts of terror" may extend the time for the deposit and may cause a change in the Disbursement Date and your Annual Percentage Rate ("APR") as disclosed herein. In the event that disbursement is delayed, the Disbursement Date will automatically adjust to the actual date of disbursement.

**AUTHORIZATION FOR ACH CREDIT:** You agree that we may initiate a credit entry to your Bank Account for an amount consistent with this Agreement on or before the Effective Date. If you revoke this authorization before we credit the loan proceeds to you, then we will not be able to deposit the loan proceeds into your Bank Account. To find out whether or not a deposit has been made, you may contact customer service at 844-941-0035.

**Delivery of Funds:** Funds are typically transferred to your financial institution the next business day if your application has been processed and approved by 6 p.m. CST Monday-Friday. Please note that banking institutions have their own policies and procedures governing when transferred funds are made available to their customers.



**SPECIAL SERVICES TRANSFER:** If you require funds the current business day, you can request a Special Services Transfer up to 3 p.m. CST Monday – Friday by calling 844-941-0035. For loans processed on weekends or bank holidays, you will receive the Special Services Transfer the next business day. Please verify with your bank as additional incoming fees may be assessed.

*For example, if your loan was approved at 12:30 p.m. on Friday, your loan proceeds would likely be deposited into your Bank Account on Monday. But, if you wanted to use a Special Services Transfer, then your loan proceeds would be disbursed to you on Friday.*

### **PAYMENT METHOD OPTIONS**

**PAYMENTS:** You are required to make the payments for each period outlined in the payment schedule above ("Installment Period") on or before the payment due dates in the payment schedule ("Payment Due Dates"). If you would like to repay your loan according to a payment plan other than as set forth herein, you must contact a customer service representative no later than three (3) days prior to your next scheduled Payment Due Date to request payment schedule modifications if you would like them in effect for the next Payment Due Date. We may deny your request to modify your payment schedule at our sole discretion. Changing your payment schedule may change the APR as disclosed herein. You will make your payments on or before every Payment Due Date until you have paid the entire principal and accrued finance charge(s) and any other charges as described in this Agreement. If on the final scheduled Payment Due Date ("Maturity Date"), you still owe amounts under this Agreement, you will pay those amounts in full on that date. You may elect to make your payments electronically: by ACH debit or by debit card. You may also elect to make your payments by cashier's check or money order and mail your payments to us.

**ELECTRONIC PAYMENT:** If you elect to make your payments electronically through ACH Debit or Debit Card as described below, then your payment plus any Non-Sufficient Funds ("NSF"), Late or Refused Instrument Charge fees due to us, if applicable, will be debited electronically from your Bank Account on each Payment Due Date as set forth in your payment schedule (see "**PAYMENT CHOICE AUTHORIZATION**" below) through one of the electronic methods described below (ACH Debit or Debit Card). —**You may revoke your payments by contacting customer service at 844-941-0035 or emailing us at [customerservice@Finedayfunds.com](mailto:customerservice@Finedayfunds.com).** Your revocation must be received no less than three (3) business days prior to your scheduled payment date. Please note: If your scheduled payment has already been submitted to your financial institution at the time of revocation, it may be necessary for us to wait until that payment posts before we can refund you that payment amount. However, when possible, at the time of revocation, we will void any pending payment(s). For the purposes of these disclosures, our business days are Monday

through Friday, 8 a.m. to 5 p.m. CST. Saturdays, Sundays and Holidays are not included.

**PAYMENTS BY ACH DEBIT:** If you elect to pay by ACH debit, then you authorize us, our successors and assigns to initiate automatic debits for payments from your Bank Account. You agree that we will initiate debit entries on each scheduled payment date or thereafter for the scheduled amount or any lesser amount you owe. You authorize us to initiate separate ACH debit entries to your Bank Account Identified in the Payment Choice Authorization for any returned payment and NSF, Late or Refused Instrument Charge fees in the amounts set forth in this Agreement. You agree that we may reinitiate any ACH up to two (2) additional times for the same amount if an ACH is dishonored. **You do not have to authorize payments by ACH debit in order to receive a loan from us. If you do not want to make payments by ACH debit, please review the other available payment options below.**

You have the right to receive notice of all transfers that vary in amount. You acknowledge that we elected to offer you a specified range of amounts for the recurring ACH processing rather than providing you with a notice of transfer for each varying amount. The ACH debit may range from the amount provided in this Agreement, which may be a scheduled payment amount or less if partial prepayments have been made, to the scheduled payment amount plus applicable NSF, Late or Refused Instrument Charge fees. We will send you a notice if a charge exceeds this range.

You authorize us to verify any information that you provide to us, including past and current information from whatever source. You agree that the ACH entries authorized here are voluntary and that certain entries will recur as defined in this Agreement at substantially regular intervals. If there is any missing or erroneous information in or with your loan application regarding your Bank Account, then you authorize us to verify and correct the information. If any payment cannot be obtained by ACH, you remain responsible for such payment and any resulting fees under this Agreement.

Your Bank Account associated with this authorization is listed in the Payment Choice Authorization.

**PAYMENT BY DEBIT CARD:** If you elect to pay by debit card, you agree that we may initiate debit entries to your debit card on each scheduled payment date or thereafter for the scheduled amount, or any lesser amount you owe, or if you otherwise specifically authorize that we debit your debit card identified in this Agreement.

You also authorize us to initiate a separate debit to your debit card for any applicable NSF, Late or Refused Instrument Charge fees set forth in this Agreement. If the debit entries are dishonored,

you authorize us to initiate separate debit entries to your debit card for the dishonored amount and any late fees or NSF fees.

You may revoke this authorization by contacting customer service at 844-941-0035 or emailing us at [customerservice@finedayfunds.com](mailto:customerservice@finedayfunds.com) not less than three (3) business days prior to your scheduled payment. Please note: if your scheduled payment has already been submitted to your financial institution at the time of revocation, it may be necessary for us to wait until that payment posts before we can refund you that payment amount. However, when possible, at the time of revocation, we will void any pending payment(s).

You have the right to receive notice of all transfers that vary in amount. You acknowledge that we elected to offer you a specified range of amounts for the recurring debit card processing rather than providing you with a notice of transfer for each varying amount. The debit may range from the amount provided in this Agreement, which may be a scheduled payment amount or less if partial prepayments have been made, to the scheduled payment amount plus applicable NSF, Late or Refused Instrument Charge fees. We will send you a notice if a charge exceeds this range.

**PAYMENT BY CASHIER'S CHECK OR MONEY ORDER:** If you elect to pay by cashier's check or money order, then you agree to repay all amounts due pursuant to this Agreement by mailing your cashier's checks or money orders to us at P.O. Box 457, Keshena, WI 54135. All mailed payments must reach us by 4:00 p.m. CST on or before one (1) business day prior to the Payment Due Date to ensure timely processing of your payment.

#### **OTHER INFORMATION**

**PREPAYMENT:** You may prepay all or part of the amount you owe us at any time before the Maturity Date without penalty. If you prepay in full, you must pay the finance charge(s) accrued on your loan and all other amounts due up to the date of the prepayment. If you wish to prepay your loan, then you must contact a customer service representative at 844-941-0035 to obtain an accurate payoff amount and either provide us with authorization to effect a debit entry to your Bank Account for the prepayment, or otherwise advise us of your intended method of prepayment. If you prepay all or part of the principal amount due on your loan, your finance charges on the amount prepaid will be calculated as of the date of your prepayment. If you make a partial prepayment, you will not be allowed to skip your next scheduled payment unless we agree in writing that you may skip your next regularly scheduled payment.



**LATE CHARGE:** You agree to pay a late charge of \$30 if a payment is three (3) days or more late. If you authorized debits from your Bank Account or debit card in your Payment Choice Authorization, you agree that we may debit your Bank Account or debit card, as applicable, for any late charges.

**REFUSED INSTRUMENT CHARGE:** If your payment method is stopped, denied or otherwise dishonored, then you agree to pay us a handling fee of \$30 plus any charges assessed to us by any institution for processing the refused instrument. If you authorized debits from either your Bank Account or debit card in your Payment Choice Authorization, you agree that we may debit your Bank Account or debit card, as applicable, for any Refused Instrument Charge. Your refused instrument may also cause your payment to be late, which could result in your having to also pay a late charge.

**YOUR PROMISE TO PAY:** You promise to pay us, or any subsequent holder of this Agreement, the Amount Financed and finance charges according to the payment schedule in the Truth in Lending Disclosures plus all other amounts owed to us under this Agreement. You agree that your finance charges will be calculated at the Annual Percentage Rate in the Truth in Lending Disclosures. All payments will be applied first to fees, then to accrued but unpaid finance charges, and finally to principal. If you prepay all or part of the principal amount due on your loan, your finance charges on the amount prepaid will be calculated as of the date of your prepayment.

**WHEN YOU BEGIN PAYING FINANCE CHARGE(S):** You begin to accrue finance charge(s) for the loan on the Disbursement Date. The first Installment Period on the loan begins on the Disbursement Date and ends on the first Payment Due Date. Thereafter, each Installment Period begins on the first date following the Payment Due Date and ends on the next Payment Due Date. You will be charged finance charge(s) on the entire Installment Period beginning on the first day of the Installment Period. In calculating your payments, we have assumed you will make each payment on the day and in the amount due as outlined within your payment schedule. If any payment is made before the Payment Due Date, the finance charge(s) will be calculated as of the date of your prepayment, and any overpayment will be applied to the amounts owed under this Agreement. Time is of the essence, meaning there are no grace periods for when payments must be made. After the Maturity Date, any unpaid balance of principal will continue to accrue interest at the same fixed rate.

**ASSIGNMENT:** This Agreement may not be assigned by you. We may assign or transfer this Agreement and our related rights and obligations without notice to you, and your consent is not required if we make such an assignment or transfer.

**VERIFICATION:** You authorize us to verify the information you provided to us in connection with your loan application. You give us consent to obtain information about you from consumer reporting agencies or other sources at any time. We reserve the right to withhold funding of this loan at any time prior to disbursement to allow us to verify the information you have provided to us.

**CREDIT REPORTING:** We may report information about your loan to credit bureaus. Late payments, missed payments, or other defaults on your loan may be reflected on your credit report.

**CANCELLATION:** You may cancel your payment obligations under this Agreement, without cost or finance charges, no later than 3:00 p.m. CST of the second business day immediately following the Disbursement Date ("Cancellation Deadline"). Your right to cancel your loan only applies if your loan either hasn't funded or, if it has, the funds are returned to us as explained below. To cancel your payment obligations on this loan, you must inform us in writing, by or before the Cancellation Deadline, either by email to [customerservice@finedayfunds.com](mailto:customerservice@finedayfunds.com), that you want to cancel the future payment obligations on this loan. If we timely receive your written notice of cancellation on or before the Cancellation Deadline but before the loan proceeds have been deposited into your Bank Account, then we will not debit your Bank Account, and both your and our obligations under this Agreement will be rescinded. However, if we timely receive your written notice of cancellation on or before the Cancellation Deadline but after the loan proceeds have been deposited into your Bank Account, then you authorize us to effect a debit to your Bank Account or your debit card as you chose in your Payment Choice Authorization for the principal amount of this Agreement. If we receive payment of the principal amount via the debit, then both your and our obligations under this Agreement will be rescinded. If we do not receive payment of the principal amount by debit to your Bank Account or your debit card, then this Agreement will remain in full force and effect.

**DEFAULT:** You will be in default under this Agreement if you do not pay us a scheduled payment or any other amounts you owe us when due or your chosen payment method is stopped, denied or otherwise dishonored. If you default on your loan, we can choose to declare all principal, finance charges and other amounts that you owe us to be immediately due and payable in full. If you are in default and you authorized debits from your Bank Account, you agree that we can debit your Bank Account or debit card, as applicable, for the full amount that you owe us. Additionally, if you do not cooperate with us on repaying your debt to us, we may submit your name to a collection agency, and we may also report the incident to a consumer reporting agency database. This may negatively impact your ability to write checks or to receive loans or advances from other companies.

**CONSEQUENCES OF DEFAULT:** Upon a default by you under this Agreement, we may, at our sole option, take any one or more of the following actions:

- a) Agree to permit you to cure a payment default before the loan goes into collection by modifying your Payment Schedule and/or payment amounts (a "Cure Arrangement"). This option is not available for all customers and/or all loan products. If we agree to a Cure Arrangement and you fail to honor its terms, then we will have the right, at our sole discretion, to terminate the Cure Arrangement and immediately and without notice declare the entire unpaid principal balance and fees immediately due under your loan ("Accelerate Your Loan");
- b) Pursue all legally available means to collect what you owe us.

By electing any one of these options, we do not waive or release our right to subsequently elect and apply any other options to collect the amounts due and owing to us. No waiver of our rights is effective unless in writing. No written waiver for any one situation will apply to any other situation.

**GOVERNING LAW:** The laws of the Tribe and applicable federal law will govern this Agreement, without regard to the laws of any state or other jurisdiction, including the conflict of laws rules of any state. You agree to be bound by Tribal law, and in the event of a bona fide dispute between you and us, Tribal law and applicable federal law shall exclusively apply to such dispute.

**SOVEREIGN IMMUNITY AND PRESERVATION OF SOVEREIGN IMMUNITY:** This Agreement and all related documents are being submitted by you to us as an economic development arm, instrumentality, and limited liability company of the Tribe. The Tribe is a federally recognized Indian Tribe and enjoys sovereign immunity. Nothing in this Agreement constitutes a waiver of the Tribe's sovereign immunity, and the Tribe's immunity is fully preserved and is not waived either in whole or in part by this Agreement and the Tribe expressly maintains all rights, titles, privileges and immunities, to which the Tribe is entitled. To protect and preserve the rights of the parties, no person may assume a waiver of sovereign immunity. No waiver of the Tribe's immunity is or can be made except by express written declaration of the Tribe's Tribal Council specifically authorizing a waiver for the matter in question. No such waiver has been made with respect to either your Agreement or your Disbursement and Payment Choice Authorization. As set forth below, the Tribe expressly preserves its sovereign immunity, and you may not assert any claims against the Tribe. As an economic development arm and instrumentality of the Tribe, we are entitled to sovereign immunity to the same extent as the Tribe. To encourage resolution of consumer complaints, a complaint may be submitted by you or on your behalf pursuant to the Dispute Resolution Procedure and Arbitration Provision below, and the complaint is limited by the Dispute Resolution Procedure and Arbitration Provision.

**QUESTIONS OR CONCERNS:** If you have questions or concerns and need assistance, please telephone us at 844-941-0035.

**DISBURSEMENT AND PAYMENT CHOICE AUTHORIZATION**

<b>DISBURSEMENT AND PAYMENT CHOICE AUTHORIZATION for Eagle Lending, LLC dba Fineday Funds</b>	<b>Loan#:</b> [REDACTED] 25
<b>REVIEW VERY CAREFULLY BEFORE EXECUTING THE LOAN AGREEMENT</b>	

**Your ACH Credit Disbursement Authorization**

By electronically signing this Disbursement and Payment Choice Authorization below, you voluntarily authorize us to initiate disbursement credits and payment debits you have authorized. This Disbursement and Payment Choice Authorization is a part of and relates to the Agreement. The words "you" and "your" mean the borrower who has electronically signed this Disbursement and Payment Choice Authorization. The words "we," "us" and "our" mean Eagle Lending, LLC DBA Fineday Funds and our successors and assigns.

**Disbursements to your Bank Account. Unless otherwise agreed, disbursement credits of your loan proceeds will be made to the following bank account (your "Bank Account").**

<b>Bank Name:</b>	[REDACTED]
<b>Transit ABA Number:</b>	[REDACTED]
<b>Deposit Account Number:</b>	[REDACTED]

**We will make these disbursement credits by Automated Clearing House (ACH) entries unless you have requested a Special Services Transfer.**

**BY ELECTRONICALLY SIGNING THIS DISBURSEMENT AUTHORIZATION, YOU ARE AGREEING TO ALL THE TERMS OF THIS DISBURSEMENT AUTHORIZATION.**

**NAME: Darby Permenter**

*Darby Permenter*

**05/08/2023 13:50:53**

[REDACTED]

**I agree that Eagle Lending, LLC d/b/a Fineday Funds and its successors and assigns may initiate an ACH credit disbursement to my Bank Account.**



**PAYMENT CHOICE AUTHORIZATION**

**Your Payment Choice Authorization**

**Automatic Payment from Your Bank Account.**

By electronically signing this Payment Choice Authorization below, you voluntarily authorize us to initiate debits you have authorized. This Payment Choice Authorization is a part of and relates to this Agreement.

You authorize our successors and us and assigns to process payment debit entries out of your Bank Account by the payment process you have authorized above, such as [ACH entries,] or [transactions through your debit card accessing your Bank Account listed above].

You specifically authorize us to use this PAYMENT CHOICE to process debit entries from your Bank Account for all payments due under this Agreement in a sum equal to your payment amount due under the Agreement; provided, however, that you preauthorize us to vary the amount of any debit entry on each Payment Due Date as needed to adjust a payment due on the loan to reflect: (1) any payment you make; (2) any amounts you still owe under this Agreement on the final scheduled Payment Due Date; and, (3) for any late, returned item charges, non-sufficient fund fees and other fees imposed under the Agreement.

If you are in default, you authorize us to process one or more debit entries to pay all principal, finance charges and other amounts due to us as provided in the Agreement. You authorize us to reprocess debit entries for the same amounts if any attempted payment transaction is dishonored.

We will provide you with ten (10) days' notice prior to processing a preauthorized debit entry that varies from the scheduled amounts detailed above, unless the variance results from your request and your new authorization for us to change the amount of your payments going forward.

**Payments You will Make Directly.**

You agree to make each of your scheduled payments in your payment schedule by cashier's check or money order that we receive no later than 4:00 PM Central Time on or before (4) business days prior to the Payment Due Date to:

Fineday Funds  
P. O. Box 457  
Keshena, WI 54135

**IF YOU HAVE CHOSEN TO AUTHORIZE PAYMENT FROM YOUR BANK ACCOUNT, YOU MAY REVOKE YOUR AUTHORIZATION TO AUTOMATIC PAYMENTS AT ANY TIME BY CONTACTING US DIRECTLY AT 844-941-0035 OR [customerservice@finedayfunds.com](mailto:customerservice@finedayfunds.com).**

Your revocation must be received no less than three (3) business days prior to your scheduled payment date. Please note: if your scheduled payment has already been submitted to your financial institution at the time of revocation, it may be necessary for us to wait until that payment posts before we can refund you that payment amount. However, when possible, at the time of revocation, we will void any pending payment(s). YOU UNDERSTAND THAT REVOKING YOUR AUTHORIZATION DOES NOT RELIEVE YOU OF THE RESPONSIBILITY OF PAYING ALL AMOUNTS DUE IN FULL THAT ARE OWED BY YOU UNDER THE LOAN AGREEMENT.

**BY ELECTRONICALLY SIGNING THIS DISBURSEMENT AUTHORIZATION, YOU ARE AGREEING TO ALL THE TERMS OF THIS DISBURSEMENT AUTHORIZATION.**

**YOU ALSO ACKNOWLEDGE YOUR ABILITY TO DOWNLOAD OR PRINT A FULLY COMPLETED COPY OF THIS DISBURSEMENT AND PAYMENT CHOICE AUTHORIZATION FOR YOUR RECORDS.**

**NAME:** Darby Permenter

*Darby Permenter*

**05/08/2023 13:50:53**

**I agree that Eagle Lending, LLC d/b/a Fineday Funds and its successors and assigns may initiate electronic fund transfer payments from my Bank Account, via the PAYMENT CHOICE. PLEASE NOTE, YOU ARE NOT REQUIRED TO AUTHORIZE THIS PAYMENT CHOICE AUTHORIZATION OPTION IN ORDER TO BE APPROVED FOR A LOAN FROM US. YOU MAY CHOOSE TO PAY BY CASHIER'S CHECK OR MONEY ORDER BY FOLLOWING THE INSTRUCTIONS IN THE "PAY BY CASHIER'S CHECK OR MONEY ORDER" SECTION OF THIS AGREEMENT AND ON THE APPLICATION SCREEN.**

**ERROR RESOLUTION NOTICE:** In the event (i) you have a question about an electronic transfer or if (ii) you find an error, you must telephone us at 844-941-0035, email us at [customerservice@finedayfunds.com](mailto:customerservice@finedayfunds.com), or contact us by mail at P.O. Box 457, Keshena, WI 54135. We must hear from you no later than sixty (60) days after the FIRST debit or credit that is the basis of the problem or error. (1) Tell us your name and account number (if any); (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and (3) Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. For errors involving new accounts, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

**CONFIDENTIALITY:** We will disclose information to third parties about your account or the transfers you make: (1) where it is necessary for completing transfers; (2) in order to verify the existence and condition of your account to a third party, such as a credit bureau or merchant; (3) in order to comply with a government agency or court orders; or (4) as described in our privacy notice, provided separately.

**DISPUTE RESOLUTION PROCEDURE AND ARBITRATION PROVISION**

**DISPUTE RESOLUTION PROCEDURE:** As an accommodation to consumers, we have established the following Dispute Resolution Procedure to receive, review, and consider any and all types of complaints made by or on behalf of our consumers. A consumer who, in the course of his or her otherwise lawful and proper use of our business, has concerns about the operation of any part of us or who otherwise believes himself or herself to be aggrieved by some aspect of any part of our operation shall direct his or her concerns in the first instance to our management, in writing at [customerservice@finedayfunds.com](mailto:customerservice@finedayfunds.com) or by mail at P.O. Box 457, Keshena, WI 54135. A consumer's complaint to us shall be considered similar in nature to a petition for redress submitted to a sovereign government, without waiver of sovereign immunity and exclusive jurisdiction, and does not create any binding procedural or substantive rights. We will investigate the consumer's complaint and provide our initial determination as soon as it is reasonably practicable. If the dispute is not resolved to your satisfaction, you and we agree that we shall arbitrate that dispute in accordance with the terms of the Arbitration Provision described below.

**ARBITRATION PROVISION:** PLEASE READ THE FOLLOWING CAREFULLY AS IT IMPACTS YOUR LEGAL RIGHTS.

WE, AS A WHOLLY-OWNED ECONOMIC DEVELOPMENT ARM, INSTRUMENTALITY, AND LIMITED LIABILITY COMPANY OF THE TRIBE, AND OUR DIRECTORS, OFFICERS, AND EMPLOYEES ACTING WITHIN THE SCOPE OF THEIR AUTHORITY, ARE NOT SUBJECT TO SUIT IN ANY COURT IN ANY JURISDICTION, OR ANY OTHER FORUM, ABSENT A WAIVER OF SOVEREIGN IMMUNITY. In order to resolve a dispute that we cannot resolve to your satisfaction as set forth above, we consent to a limited waiver of sovereign immunity as expressly set forth below, which is expressly limited by the Arbitration Provision in this Agreement. This limited waiver is strictly limited to individual arbitration claims set forth below, and judicial actions to enforce such individual arbitration awards as strictly limited herein.

**Definitions:** The words "dispute" and "disputes" are given the broadest possible meaning and include, without limitation (a) all claims, disputes, or controversies arising from or relating directly or indirectly to this Dispute Resolution Procedure and Arbitration Provision ("this Provision"), the validity and scope of this Provision and any claim or attempt to set aside this Provision; (b) all U.S. federal or state law claims, disputes or controversies, arising from or relating directly or indirectly to this Agreement, the information you gave us before entering into this Loan Agreement, including the customer information application, and/or any past Agreement or Agreements between you and us; (c) all counterclaims, cross claims and thirdparty claims; (d) all common law claims, based upon contract, tort, fraud, or other intentional torts; (e) all claims based upon a violation of any state or federal constitution, statute or regulation; (f) all claims asserted by us against you, including claims for money damages to collect any sum we claim you owe us; (g) all claims asserted by you individually against the Tribe, us and/or any of our employees, agents, directors, officers, governors, managers, members, parent company or affiliated entities (collectively, "related third parties"), including claims for money damages and/or equitable or injunctive relief; (h) all claims asserted on your behalf by another person; (i) all claims asserted by



you as a private attorney general, as a representative and member of a class of persons, or in any other representative capacity, against us and/or related third parties ("Representative Claims"); and/or (j) all claims arising from or relating directly or indirectly to the disclosure by us or related third parties of any nonpublic personal information about you.

**Notice:** Any party to a dispute, including you, us and/or related third parties, may send the other party(s) written notice by certified mail return receipt requested of their intent to arbitrate and setting forth the subject of the dispute along with the relief requested, even if a lawsuit has been filed. Regardless of who demands arbitration, the arbitration shall occur before the American Arbitration Association (1-800-778-7879; <http://www.adr.org>). However, the parties may mutually agree to select a different arbitrator who is an attorney, retired judge, or arbitrator registered and in good standing with an arbitration association and arbitrate pursuant to such arbitrator's rules. The party receiving notice of arbitration shall respond in writing by certified mail return receipt requested within twenty (20) calendar days. All parties to such dispute will be governed by the rules and procedures of the American Arbitration Association applicable to consumer disputes, to the extent those rules and procedures do not contradict the express terms of this Agreement or this Arbitration Provision, including the limitations on the arbitrator below. You may obtain a copy of the rules and procedures by contacting the American Arbitration Association (1-800-778-7879; <http://www.adr.org>).

Regardless of who demands arbitration, we will advance your portion of the expenses associated with the arbitration, including the filing, administrative, hearing and arbitrator's fees ("Arbitration Fees"). Throughout the arbitration, each party shall bear his or her own attorneys' fees and expenses, such as witness and expert witness fees. The arbitrator shall apply applicable substantive law consistent with the Governing Law set forth above, and the Federal Arbitration Act, 9 U.S.C. §§1-16 ("FAA") and applicable statutes of limitation, and shall honor claims of privilege recognized at law. The arbitration hearing will be conducted in the county of your residence, unless you agree to a different location. In conducting the arbitration proceeding, the arbitrator shall not apply any federal or state rules of civil procedure or evidence. If the arbitrator renders a decision or an award in your favor resolving the dispute, the arbitrator shall award you reasonable attorneys' fees. If the arbitrator renders a decision or an award in your favor resolving the dispute, then you will not be responsible for reimbursing us for your portion of the Arbitration Fees, and we will reimburse you for any Arbitration Fees you have previously paid. Regardless of whether the arbitrator renders a decision or an award in your favor resolving the dispute, you will not be responsible for reimbursing us for your portion of the Arbitration Fees, and we are not entitled to an award of attorneys' fees. At the timely request of any party, the arbitrator shall provide a written explanation for the award. The arbitrator's award may be filed with any court having competent jurisdiction.



You and we expressly acknowledge and agree that this Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by the FAA.

This Arbitration Provision is binding upon and benefits you, your respective heirs, successors and assigns. This Arbitration Provision is binding upon and benefits us, our successors and assigns, and related third parties. This Arbitration Provision survives the termination of the relationship between you and us and continues in full force and effect, even if your obligations have been canceled by prepayment, paid or discharged through bankruptcy. This Arbitration Provision survives any termination, amendment, expiration or performance of any transaction between you and us and continues in full force and effect unless you and we otherwise agree in writing. You hereby acknowledge and expressly agree to the following by executing this Agreement, submitting it to us, and accepting the loan proceeds without canceling your Loan:

**YOU AGREE TO THE TERMS OF THIS ARBITRATION PROVISION, AND YOU HEREBY AGREE AND ACKNOWLEDGE THAT YOU ARE WAIVING YOUR RIGHT TO HAVE A COURT RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES.**

**WAIVER OF JURY TRIAL: BY AGREEING TO THE TERMS OF THIS ARBITRATION PROVISION, YOU HEREBY AGREE AND ACKNOWLEDGE THAT YOU ARE WAIVING YOUR RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY DISPUTE ALLEGED AGAINST US OR AGAINST A RELATED THIRD PARTY.**

**CLASS-ACTION/REPRESENTATIVE WAIVER: BY AGREEING TO THE TERMS OF THIS ARBITRATION PROVISION, YOU HEREBY AGREE AND ACKNOWLEDGE THAT YOU ARE WAIVING YOUR RIGHT TO PURSUE OR PARTICIPATE IN REPRESENTATIVE CLAIMS AND YOU THEREFORE WILL NOT BE ALLOWED TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, AND/OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT FILED AGAINST US AND/OR RELATED THIRD PARTIES. THEREFORE, THE ARBITRATOR SHALL NOT CONDUCT CLASS ARBITRATION; THAT IS, THE ARBITRATOR SHALL NOT ALLOW YOU TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY FOR OTHERS IN THE ARBITRATION.**

By electronically signing this Agreement, you hereby acknowledge that you have read the Agreement in its entirety, that you have carefully reviewed all of the terms and provisions contained in this Agreement, that you fully understand and comprehend the meaning of each and every word, phrase and provision contained in this Agreement and that you hereby agree to abide by and be bound by all of the terms and provisions in this Agreement, including the terms and provisions of this Agreement dealing with the limited waiver of sovereign immunity and the

ARBITRATION PROVISION.

**CONSENT TO RECEIVE TELEPHONE CALLS AND TEXT MESSAGES**

• **CONSENT TO TELEPHONE CALLS AND TEXT MESSAGES.** By electronically signing this Agreement by clicking the "I AGREE" button and entering your name below, you consent to receiving calls and Text Messages pertaining to your loan, including but not limited to, payment information, account information, due dates, delinquencies, program updates relating to your loan, and collection efforts, at any phone number you have provided to us, our assignee(s), or anyone trying to collect the loan. You consent to calls and text messages using an automatic telephone dialing system or an artificial or prerecorded voice.

• **How To Unsubscribe:** You may withdraw your consent to receive Text Messages by texting "STOP" to the message you receive, calling us at 844-941-0035 or emailing us at [customerservice@finedayfunds.com](mailto:customerservice@finedayfunds.com). You may withdraw your consent to receive telephone calls using an automatic telephone dialing system or an artificial or prerecorded voice by calling us at 844-941-0035 or emailing us at [customerservice@finedayfunds.com](mailto:customerservice@finedayfunds.com). At our option, we may treat your provision of an invalid mobile phone number, or the subsequent malfunction of a previously valid mobile phone number, as a withdrawal of your consent to receive calls or Text Messages. We will not impose any fee upon you to process the withdrawal of your consent to receive calls or Text Messages. Any withdrawal of your consent to receive calls or use Text Messages will be effective only after we have a reasonable period of time to process your withdrawal.

• In order to access, view, and retain Text Messages that we make available to you, you must have: (1) a Text Message capable mobile phone, (2) an active mobile phone account with a communication service provider; and (3) sufficient storage capacity on your mobile phone.

• To request additional information, text "HELP" to the message you receive or contact us by telephone at 844-941-0035.

• The services are available from most of the carriers that offer Text Messaging. Consult your mobile service carrier to confirm that they offer Text Messaging.

• There is no service fee for Text Messages, but you are responsible for all charges imposed by your communications service provider, such as fees associated with Text Messaging. Consult your

mobile service carrier's pricing plan to determine the charges for sending and receiving Text Messages. These charges will appear on your phone bill. Message frequency depends on account settings.

- You agree that we may send any Text Messages related to your loan through your communication service provider in order to deliver them to you and that your communication service provider is acting as your agent in this capacity. You agree to indemnify, defend, and hold us harmless from and against all claims, losses, liability, costs, and expenses (including reasonable attorneys' fees) arising from your provision of a mobile phone number that is not your own or your violation of applicable federal, state, or local law, or regulation or ordinance relating to Text Messages. Your obligation under this paragraph shall survive termination of this Agreement. You agree that Text Messages are provided for your convenience only.
- Receipt of each Text Message may be delayed or impacted by factors pertaining to your communications service provider. We will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in the Text Messages sent by us.
- We may modify or terminate our Text Messaging services from time to time, for any reason, with or without notice, and without liability to you, any other user or third party.

**CONSENT TO RECEIVE ADVERTISING OR TELEMARKETING TEXT MESSAGES AND  
TELEPHONE CALLS**

- By signing this section, you consent to our sending you Advertising and Telemarketing Text Messages to the mobile phone number you have provided below. You also consent to our making advertising or telemarketing calls to you at your mobile phone number using automatic telephone dialing system or an artificial or prerecorded voice calls or texts.
- Signing this section will be deemed to be your signature acknowledging your consent to receive Advertising and Telemarketing Text Messages and telephone calls as described above to your mobile phone at [REDACTED]
- You are not required to consent to Advertising or Telemarketing Text Messages or calls to obtain credit or other services from us. At any time, you may withdraw your consent to receive Advertising or Telemarketing Text Messages or marketing calls to the mobile number provided by calling us at 844-941-0035 or emailing us at [customerservice@finedayfunds.com](mailto:customerservice@finedayfunds.com).
- You understand that: any Advertising and Telemarketing Text Messages we send you may be accessed by anyone with access to your Text Messages; and your mobile phone service provider may charge you fees for Advertising and Telemarketing Text Messages that we send you, and you agree that we shall have no liability for the cost of any Advertising and Telemarketing Text Messages.

By electronically signing this section, you are consenting to receive advertising or telemarketing text message and telephone calls as described above.

**NAME: Darby Permenter**

*Darby Permenter*

**05/08/2023 13:50:53**

[REDACTED]

**SIGNATURE AND ACCEPTANCE OF ALL TERMS AND CONDITIONS**

BY ENTERING YOUR NAME AND CLICKING THE "I AGREE" BUTTON BELOW, YOU ARE ELECTRONICALLY SIGNING THIS LOAN AGREEMENT AND AGREEING TO ALL THE TERMS OF THIS LOAN AGREEMENT, INCLUDING:

- THE DISPUTE RESOLUTION PROCEDURE AND ARBITRATION PROVISION
- THE CONSENT TO ELECTRONIC COMMUNICATIONS
- THE CONSENT TO RECEIVE TELEPHONE CALLS AND TEXT MESSAGES
- THE COVERED BORROWER IDENTIFICATION STATEMENT
- YOU ALSO ACKNOWLEDGE YOUR ABILITY TO DOWNLOAD OR PRINT A FULLY COMPLETED COPY OF THIS LOAN AGREEMENT FOR YOUR RECORDS.

YOU ACKNOWLEDGE RECEIVING AND READING A COMPLETED COPY OF THIS AGREEMENT BEFORE ELECTRONICALLY SIGNING IT.

BY ELECTRONICALLY SIGNING THIS AGREEMENT BELOW, YOU ARE AGREEING TO AND ACCEPT ALL THE TERMS AND CONDITIONS OF THE AGREEMENT.

**NAME: Darby Permenter**

*Darby Permenter*

**05/08/2023 13:50:53**

[REDACTED]

**PRIVACY POLICY**

Rev. October 2021

**FACTS**

WHAT DOES Eagle Lending, LLC DBA Fineday Funds DO WITH YOUR PERSONAL INFORMATION?

**Why?**

Financial companies choose how they share your personal information. Consumers have the right to limit some but not all sharing. This notice tells You how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.



<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and checking account information</li> <li>• Payment history and income</li> <li>• Employment information and Special Services Transfer instructions</li> </ul>
<b>How?</b>	<p>All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information, the reasons Eagle Lending, LLC dba Fineday Funds chooses to share, and whether you can limit this sharing.</p>

Reasons We can share Your personal information	Does Eagle Lending, LLC dba Fineday Funds share?	Can You limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations or report to credit bureaus	YES	NO
For our marketing purposes – to offer our products and services to you	YES	NO
For joint marketing with other financial companies	NO	WE DO NOT SHARE
For our affiliates' everyday business purposes – information about Your transactions and experiences	YES	NO
For our affiliates' everyday business purposes – information about your creditworthiness	YES	YES
For our affiliates to market to You	NO	WE DO NOT SHARE
For nonaffiliates to market to You	NO	WE DO NOT SHARE

<b>To limit Our sharing</b>	<p>To limit our sharing:</p> <ul style="list-style-type: none"> <li>• Call 844-941-0035 our menu will prompt you through your choices or</li> <li>• Contact us via email at <a href="mailto:CustomerService@Finedayfunds.com">CustomerService@Finedayfunds.com</a></li> </ul> <p>Please note:</p> <p>If you are a new customer, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we can share your information as described in this notice. However, you can contact us at any time to limit our sharing.</p>
-----------------------------	--

<b>Questions?</b>	Call 844-941-0035 or go to <a href="https://finedayfunds.com">finedayfunds.com</a>
-------------------	--

### Who We are

Who is providing this notice?	Eagle Lending, LLC dba Fineday Funds, a wholly-owned and operated economic arm and instrumentally of the Menominee Indian Tribe of Wisconsin, a federally recognized Indian tribe, is providing this privacy policy.
-------------------------------	--

### What We do

How does Eagle Lending, LLC dba Fineday Funds protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures. These measures include computer safeguards and secured files and buildings.
How does Eagle Lending, LLC dba Fineday Funds collect my personal information?	<p>We collect Your personal information, for example, when You</p> <ul style="list-style-type: none"> <li>• Apply for a loan</li> <li>• Give us your income information</li> <li>• Tell us where to send the money</li> <li>• Provide account information</li> <li>• Provide employment information</li> </ul> <p>We also collect Your personal information from others, such as credit bureaus, affiliates or other companies.</p>
Why can't I limit all sharing?	<p>You have the right to limit only</p> <ul style="list-style-type: none"> <li>• sharing for affiliates' everyday business purposes – information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• sharing for Non-Affiliates to market to you</li> </ul>
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.

### Definitions

Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Our affiliates include other business entities of the Menominee Indian Tribe of Wisconsin.</i></li> </ul>
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. Non-Affiliates we share with can include service providers and data processors.

Joint marketing	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"><li>• <i>Eagle Lending, LLC does not jointly market.</i></li></ul>
--------------------	---

**EXHIBIT B**



# Fast Funding With No Prepayment Penalties!

Fast funding, exceptional 24/7 service, Brilliant Rewards, and no prepayment penalty fees. Get started now!

First Name

Last Name

Email Address

Loan Amount

Apply Now

CHAT WITH US



Fineday | Express Funding - Easier & Better Loan Experience

Excellent



Based on 956 reviews



## How Can We Make Your Day Better?



### Fast Funding

We can typically deposit funds into your account as soon as the next business day.\*



### 24/7 Customer Support

Our friendly and professional Client Services Team is available 24 hours a day.



### Penalty-Free Prepayments

Save money on interest and skip prepayment penalties with an early payoff.



### Brilliant Rewards

Customers receive Brilliant Rewards Points they can exchange for national brand gift cards or principal paydown.

Get Started

Fineday | Express Funding - Easier & Better Loan Experience



## Funding in Four Simple Steps

1

### Apply Online

Complete our simple online application within minutes.

2

### Verify Your Information

Verify your information online or over the phone at 844-941-0035.

3

### E-Sign Your Loan Documents

Carefully review and e-sign your online loan documents.

4

### Receive Your Funds

We'll deposit funds directly into your bank account.

## Who We Are

Fineday wants to provide a positive lending experience by ensuring you receive your funds as quickly as possible. In most cases, we can have funds delivered to your account the business day after your application has been processed and approved.\* We also want to make sure you're aware of your options when it comes to saving money on your loan. Paying your loan off early can significantly reduce the overall cost of your loan, and you won't incur any prepayment penalty fees. If you need any support during the application or repayment process, our exceptional Client Services Team is available 24/7.

Fineday | Express Funding - Easier & Better Loan Experience

**\$0**

**Prepayment Fees**

**24hr**

**Express Funding**

**24/7**

**Customer Service**

## **Fineday Funds Online Resources**

Use the links below to access your account information, apply for a new loan, manage your Brilliant Rewards, and learn more about Fineday Funds and financial management.



### **Account Login**

Log in to your account to review and e-sign loan documents, make payments, or apply for a new loan as an existing customer.



### **Apply for a Loan**

Click here to fill out our easy online application as a new customer.



### **Rewards**

Review your Brilliant Rewards points balance and trade in your points for gift certificates or for principal paydown.

Fineday | Express Funding - Easier & Better Loan Experience



## Contact

Contact our friendly and professional Client Services Team via phone, chat, email, web message, or mail.



## FAQ

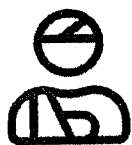
Answers to the most frequently asked questions can be found here. Please feel free to contact us with additional questions.



## Resources

Find personal finance articles on topics like improving your credit score and saving money on your loan.

**No matter what kind of day you're having,  
Fineday can help.**



Medical  
Expenses



Home  
Repairs



Rent/  
Mortgage



Unexpected  
Travel



Automobile  
Repairs



Fineday | Express Funding - Easier & Better Loan Experience

## Utility Bills

Apply Now



Eagle Lending, LLC dba Fineday Funds is a commercial enterprise and instrumentality of the Menominee Indian Tribe of Wisconsin, a federally recognized sovereign Indian nation (the "Tribe"), which abides by the principles of federal consumer finance laws, as incorporated by the Tribe, and operates within the interior boundaries of the Menominee Indian Reservation, WI. Eagle Lending, LLC dba Fineday Funds is chartered under and operates pursuant to Tribal law. Nothing in this communication should be construed as a waiver of sovereign immunity, which is expressly reserved.

Loans from Fineday Funds are governed by Tribal law, applicable federal law, and the terms and conditions of your loan agreement, not the laws of your resident state. Fineday Funds does not lend to residents of AR, CT, DC, IL, ME, NM (NM Exemption: Returning Customers), NY, PA, VA, VT, WI and WV. Any offers of credit are subject to underwriting and verification processes and cannot be transferred to another party.

You acknowledge that by submitting a completed Fineday Funds application, you are applying for a loan. For your application to be approved, you must meet minimum credit criteria established by Fineday Funds, be able to enter a legally binding contract, and meet the requirements listed on Finedayfunds.com. Applicants are required to verify application information through our secure online process or by speaking with an agent. Credit histories may be verified

## Quick Links

About Us  
Account  
FAQ  
Rates  
Resources  
Reviews  
Rewards  
Contact  
Privacy Policy  
Terms &  
Conditions  
License





Fineday | Express Funding - Easier &amp; Better Loan Experience

through national database services. Visit [Finedayfunds.com](https://www.finedayfunds.com) for applicable rates and frequently asked questions. Complete disclosure of APR, fees and payment terms are provided within the Loan Agreement.



This is an expensive form of borrowing. Fineday Funds loans are designed to meet your short-term borrowing needs and are not intended to be a long-term financial solution. Fineday Funds does not charge any penalties for paying your loan off early, and we encourage you to do so as soon as your finances allow.

\* Priority Funding Disclaimer: Priority Funding may be limited by funding time frames and cut-off times. Applications processed and approved before 6 p.m. CST Monday – Friday are typically funded on the next business day. If you require funds the current business day, you can request a Special Services Transfer up to 3 p.m. CST Monday – Friday by calling 844-941-0035. For loans processed on weekends or bank holidays, you will receive the Special Services Transfer the next business day. Please verify with your bank as additional incoming fees may be assessed.



**Call  
Us**

844-941-  
0035



**Email Us**

[Customerservice@Finedayfunds.com](mailto:Customerservice@Finedayfunds.com)



**Mail Us**

P.O. Box 457,  
Keshena, WI 54135

Copyright © 2023 Fineday Funds. All rights reserved



# **Know the Cost of Your Short-Term Loan**

## **The Cost of Your Short-Term Installment Loan**

Details of your payment amounts, payment dates, APR, and specific fee information, including any applicable fees for late payments and NSF/returned items, are included in your loan agreement. You can review and download copies of your documents at any time during the life of your loan by logging in to your account here. You should always carefully review your loan documents before signing. Call our Client Services Team if you have any questions or concerns: 844-941-0035.

CHAT WITH US

## Take advantage of our **Penalty-Free Early Payoff Policy!**



To keep the cost of your loan as low as possible, borrow only the minimum amount needed to cover the cost of your emergency expense, and pay off your loan as soon as your finances allow. Fineday does not charge any prepayment penalty fees. To make a payment toward your principal or to pay off the balance in full, log in to your account and select "Payment Options," or call us at 844-941-0035 at least three days before your intended payment date to allow time for processing.

## How to save money on your loan

- ☒ Borrow only the minimum amount needed.
- ☒ Make extra payments toward your principal.
- ☒ Pay off your entire balance early.

## Interest Rates on Loans

Interest rate is the percentage of the principal of a loan a lender charges a borrower to make the loan. Finance charges are a broader measure of the cost of borrowing that include both interest and any applicable fees. Annual percentage rate, or APR, expresses the finance charges on a loan as a yearly rate. Finance charges are based on a consumer's creditworthiness. A consumer's creditworthiness is determined by several factors, including credit and payment history, income, employment, existing debt, and types of debt. The APR for your loan will be determined by

Cost and Interest Rate on Short-Term Loans | Fineday

the amount you choose to borrow and the length of time you choose to keep your loan outstanding. You can reduce the total cost of your loan by paying off your loan prior to your last due date on your payment schedule or by making additional payments on or between your payment due dates.

The copy of your loan details, finance charges and APR will be fully disclosed to you in your loan agreement upon approval of your loan. Contact us today to see if you qualify for one of our loans. We can assist you and present a range of loan options for which you may qualify.\* Our company adheres to all federal laws and regulations that apply to short-term and online personal lending industries.

Our company does not discriminate against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age, because all or part of an applicant's income derives from any public assistance program, or because an applicant has in good faith exercised any right under the Consumer Credit Protection Act.

Please note: This is an expensive form of borrowing, and it is not intended to be a long-term financial solution. These loans are designed to assist you in meeting your short-term financial needs and are not intended to be a long-term financial solution.

\*All loans are subject to credit approval.



**Apply now and get funded as  
early as the next business day\***

Apply Now

## Funding Timeframes

Fineday can typically have funds delivered to your bank account the business day after your application has been processed and approved, as long as you meet the cut-off time of 6:00 p.m. CST Monday-Friday. This includes verifying your application details and e-signing your online loan documents.

If you require funds the current business day, you can request a Special Services Transfer up to 3:00 p.m. CST Monday - Friday by calling 844-941-0035. For loans processed on weekends or bank holidays, you will receive the Special Services Transfer the next business day. Please verify with your bank as additional incoming fees may be assessed.

To ensure your funding is delivered as quickly as possible, look for and respond to your confirmation email in a timely manner, as it contains your username and password. If you don't see your confirmation email, check your spam folder.

If you are still unable to locate the email, call Client Services at 844-941-0035 for assistance.

## Late/NSF Fees

You will be charged a \$30 late fee for any payment that is late three or more days. If any payment is returned due to insufficient funds or not honored by your financial institution for any reason, you will be charged a \$30 NSF fee.



Eagle Lending, LLC dba Fineday Funds is a commercial enterprise and instrumentality of the Menominee Indian Tribe of Wisconsin, a federally recognized sovereign Indian nation (the "Tribe"), which abides by the principles of federal consumer finance laws, as incorporated by the Tribe, and operates within the interior boundaries of the Menominee Indian Reservation, WI. Eagle Lending, LLC dba Fineday Funds is chartered under and operates pursuant to Tribal law. Nothing in this communication should be construed as a waiver of sovereign immunity, which is expressly reserved.

Loans from Fineday Funds are governed by Tribal law, applicable federal law, and the terms and conditions of your loan agreement, not the laws of your resident state. Fineday Funds does not lend to residents of AR, CT, DC, IL, ME, NM (NM Exemption: Returning Customers), NY, PA, VA, VT, WI and WV. Any offers of credit are subject to underwriting and verification processes and cannot be transferred to another party.

You acknowledge that by submitting a completed Fineday Funds application, you are applying for a loan. For your application to be approved, you must meet minimum credit criteria established by Fineday Funds, be able to enter a legally binding contract, and meet the requirements listed on Finedayfunds.com. Applicants are required to verify application information through our secure online process or by speaking with an agent. Credit histories may be verified through national database services. Visit Finedayfunds.com for applicable rates

## Quick Links

[About Us](#)[Account](#)[FAQ](#)[Rates](#)[Resources](#)[Reviews](#)[Rewards](#)[Contact](#)[Privacy Policy](#)[Terms &](#)[Conditions](#)[License](#)



Cost and Interest Rate on Short-Term Loans | Fineday

and frequently asked questions. Complete disclosure of APR, fees and payment terms are provided within the Loan Agreement.

This is an expensive form of borrowing. Fineday Funds loans are designed to meet your short-term borrowing needs and are not intended to be a long-term financial solution. Fineday Funds does not charge any penalties for paying your loan off early, and we encourage you to do so as soon as your finances allow.

\* Priority Funding Disclaimer: Priority Funding may be limited by funding time frames and cut-off times. Applications processed and approved before 6 p.m. CST Monday – Friday are typically funded on the next business day. If you require funds the current business day, you can request a Special Services Transfer up to 3 p.m. CST Monday – Friday by calling 844-941-0035. For loans processed on weekends or bank holidays, you will receive the Special Services Transfer the next business day. Please verify with your bank as additional incoming fees may be assessed.



**Call  
Us**

844-941-  
0035



**Email Us**

Customerservice@Finedayfunds.com



**Mail Us**

P.O. Box 457,  
Keshena, WI 54135

Copyright © 2023 Fineday Funds. All rights reserved

Contact Our Client Services 24/7 | Fineday



# Let's Have a Chat Today!

## Contact Fineday

If you need assistance with an application, have questions about your account, or would like help paying off your loan early, our friendly and professional Client Services Team is available 24 hours a day. If you have a general question, please take a moment to visit our FAQ page.



CHAT WITH US

Contact Our Client Services 24/7 | Fineday

## Phone

**Customer Service:**

844-941-0035

**Past-Due**

**Payments:** 855-

431-1444

## Online Chat

Use our online chat feature to receive 24-hour, real-time assistance from our Client Services Team.

## Email

Use the address below to email us your contact information and details about your question or concern. We'll respond within one business day.  
CustomerService@Finedayfunds.com



## Mail

Fineday Funds  
P.O. Box 457  
Keshena, WI 54135



## Hotline

**OLA** - Please call the Online Lenders Alliance Consumer Hotline at 866-299-7585.

**Tribal Hotline** - If you have already contacted Client Services and still need additional assistance, please call 800-234-1915 between 9:00 a.m. and 5:00 p.m. CST.



## FAQ

You can find answers to general questions about applying for, receiving and repaying a loan from Fineday on our Frequently Asked Questions page.



Eagle Lending, LLC dba Fineday Funds is a commercial enterprise and instrumentality of the Menominee Indian Tribe of Wisconsin, a federally recognized sovereign Indian nation (the "Tribe"), which abides by the principles of federal consumer finance laws, as incorporated by the Tribe, and operates within the interior boundaries of the Menominee Indian Reservation, WI. Eagle Lending, LLC dba Fineday Funds is chartered under and operates pursuant to Tribal law. Nothing in this communication should be construed as a waiver of sovereign immunity, which is expressly reserved.

Loans from Fineday Funds are governed by Tribal law, applicable federal law, and the terms and conditions of your loan agreement, not the laws of your resident state. Fineday Funds does not lend to residents of AR, CT, DC, IL, ME, NM (NM Exemption: Returning Customers), NY, PA, VA, VT, WI and WV. Any offers of credit are subject to underwriting and verification processes and cannot be transferred to another party.

You acknowledge that by submitting a completed Fineday Funds application, you are applying for a loan. For your application to be approved, you must meet minimum credit criteria established by Fineday Funds, be able to enter a legally binding contract, and meet the requirements listed on Finedayfunds.com. Applicants are required to verify application information through our secure online process or by speaking with an agent. Credit histories may be verified through national database services. Visit Finedayfunds.com for applicable rates and frequently asked questions. Complete disclosure of APR, fees and payment terms are provided within the Loan Agreement.

This is an expensive form of borrowing. Fineday Funds loans are designed to meet your short-term borrowing needs and are not intended to be a long-term financial solution. Fineday Funds does not charge any penalties for paying your loan off early, and we encourage you to do so as soon as your finances allow.

\* Priority Funding Disclaimer: Priority Funding may be limited by funding time frames and cut-off times. Applications processed and approved before 6 p.m. CST Monday – Friday are typically funded on the next business day. If you require funds the current business day, you can request a Special Services

## Quick Links

[About Us](#)  
[Account](#)  
[FAQ](#)  
[Rates](#)  
[Resources](#)  
[Reviews](#)  
[Rewards](#)  
[Contact](#)  
[Privacy Policy](#)  
[Terms & Conditions](#)  
[License](#)



Contact Our Client Services 24/7 | Fineday

Transfer up to 3 p.m. CST Monday – Friday by calling 844-941-0035. For loans processed on weekends or bank holidays, you will receive the Special Services Transfer the next business day. Please verify with your bank as additional incoming fees may be assessed.



**Call  
Us**

844-941-  
0035



**Email Us**

Customerservice@Finedayfunds.com



**Mail Us**

P.O. Box 457,  
Keshena, WI 54135

Copyright © 2023 Fineday Funds. All rights reserved



**EXHIBIT C**

Whois finedayfunds.com



Enter Domain or IP

WHOIS

DOMAINS

WEBSITE

CLOUD

HOSTING

SERVERS

EMAIL

SECURITY

WHOIS

SUPPORT

LOGIN

0

finedayfunds.com

Updated 1 second ago ↺

Interested in similar domains?

## Domain Information

Domain: finedayfunds.com

Registrar: Amazon Registrar, Inc.

Registered On: 2021-02-08

Expires On: 2024-02-08

Updated On: 2023-01-05

Status: clientDeleteProhibited  
clientTransferProhibited  
clientUpdateProhibited

Name Servers: ns-1341.awsdns-39.org  
ns-1889.awsdns-44.co.uk  
ns-432.awsdns-54.com  
ns-669.awsdns-19.net

finedayfund.com Buy Now

finedaysfunds.com Buy Now

justfinedayfunds.com Buy Now

finedayfundstoday.com Buy Now

finedayfunds.net Buy Now

finedayfunding.com Buy Now

## Registrant Contact

Name: On behalf of finedayfunds.com owner

Organization: Identity Protection Service

Street: PO Box 786

City: Hayes

State: Middlesex

Postal Code: UB3 9TR

Country: GB

Phone: +44.1483307527

Fax: +44.1483304031

Email: fd74dcf7-68a9-47b7-b059-6155c6e2b52a@identity-protect.org

.space

\$24.88 \$0.88

BUY NOW

\*Offer ends 28th February 2023

On Sale!

.CLUB

.CLUB @ \$6.88 \$20.48

## Administrative Contact

Name: On behalf of finedayfunds.com owner

Organization: Identity Protection Service

Street: PO Box 786

City: Hayes

State: Middlesex

Introducing

**WORDPRESS HOSTING**

\$3.58 /mo

[VIEW MORE](#)

Whois finedayfunds.com

Postal Code: UB3 9TR  
 Country: GB  
 Phone: +44.1483307527  
 Fax: +44.1483304031  
 Email: fd74dcf7-68a9-47b7-b859-6155c6e2b52a@identity-protect.org

**Technical Contact**

Name: On behalf of finedayfunds.com owner  
 Organization: Identity Protection Service  
 Street: PO Box 786  
 City: Hayes  
 State: Middlesex  
 Postal Code: UB3 9TR  
 Country: GB  
 Phone: +44.1483307527  
 Fax: +44.1483304031  
 Email: fd74dcf7-68a9-47b7-b859-6155c6e2b52a@identity-protect.org

**Raw Whois Data**

Domain Name: finedayfunds.com  
 Registry Domain ID: 2590042185\_DOMAIN\_COM-VRSN  
 Registrar WHOIS Server: whois.registrar.amazon.com  
 Registrar URL: https://registrar.amazon.com  
 Updated Date: 2023-01-05T00:28:27Z  
 Creation Date: 2021-02-08T17:13:40Z  
 Registrar Registration Expiration Date: 2024-02-08T17:13:40Z  
 Registrar: Amazon Registrar, Inc.  
 Registrar IANA ID: 468  
 Registrar Abuse Contact Email: abuse@amazonaws.com  
 Registrar Abuse Contact Phone: +1.2067406200  
 Domain Status: clientUpdateProhibited https://icann.org/epp#clientUpdateProhibited  
 Domain Status: clientTransferProhibited https://icann.org/epp#clientTransferProhibi  
 Domain Status: clientDeleteProhibited https://icann.org/epp#clientDeleteProhibited  
 Registry Registrant ID: Not Available From Registry  
 Registrant Name: On behalf of finedayfunds.com owner  
 Registrant Organization: Identity Protection Service  
 Registrant Street: PO Box 786  
 Registrant City: Hayes  
 Registrant State/Province: Middlesex  
 Registrant Postal Code: UB3 9TR  
 Registrant Country: GB  
 Registrant Phone: +44.1483307527  
 Registrant Phone Ext:  
 Registrant Fax: +44.1483304031  
 Registrant Fax Ext:  
 Registrant Email: fd74dcf7-68a9-47b7-b859-6155c6e2b52a@identity-protect.org  
 Registry Admin ID: Not Available From Registry  
 Admin Name: On behalf of finedayfunds.com owner  
 Admin Organization: Identity Protection Service  
 Admin Street: PO Box 786  
 Admin City: Hayes  
 Admin State/Province: Middlesex  
 Admin Postal Code: UB3 9TR  
 Admin Country: GB  
 Admin Phone: +44.1483307527  
 Admin Phone Ext:

Whois finedayfunds.com

Admin Fax: +44.1483304031  
 Admin Fax Ext:  
 Admin Email: fd74dcf7-68a9-47b7-b059-6155c6e2b52a@identity-protect.org  
 Registry Tech ID: Not Available From Registry  
 Tech Name: On behalf of finedayfunds.com owner  
 Tech Organization: Identity Protection Service  
 Tech Street: PO Box 786  
 Tech City: Hayes  
 Tech State/Province: Middlesex  
 Tech Postal Code: UB3 9TR  
 Tech Country: GB  
 Tech Phone: +44.1483307527  
 Tech Phone Ext:  
 Tech Fax: +44.1483304031  
 Tech Fax Ext:  
 Tech Email: fd74dcf7-68a9-47b7-b059-6155c6e2b52a@identity-protect.org  
 Name Server: NS-669.AWSDNS-19.NET  
 Name Server: NS-432.AWSDNS-54.COM  
 Name Server: NS-1889.AWSDNS-44.CO.UK  
 Name Server: NS-1341.AWSDNS-39.ORG  
 DNSSEC: unsigned  
 URL of the ICANN WHOIS Data Problem Reporting System: http://wdprs.internic.net/  
 >>> Last update of WHOIS database: 2023-02-08T14:39:10Z <<<  
 For more information on Whois status codes, please visit https://icann.org/epp

By submitting a query to the Amazon Registrar, Inc. WHOIS database, you agree to abide by the following terms. The data in Amazon Registrar, Inc.'s WHOIS database is provided by Amazon Registrar, Inc. for the sole purpose of assisting you in obtaining information about domain name accuracy. You agree to use this data only for lawful purposes and further agree not to use this data for any unlawful purpose or to: (1) enable, allow, or otherwise support the transmission by email, telephone, or facsimile of commercial advertising or unsolicited bulk email, or (2) enable high volume, automated, electronic processes to collect or compile this data for any purpose, including mining this data for your own personal or commercial purposes. Amazon Registrar, Inc. reserves the right to restrict or terminate your access to the data if you fail to abide by these terms of use. Amazon Registrar, Inc. reserves the right to modify these terms at any time.

Visit Amazon Registrar, Inc. at https://registrar.amazon.com

Contact information available here:  
<https://docs.aws.amazon.com/Route53/latest/DeveloperGuide/domain-contact-support.ht>

© 2020, Amazon.com, Inc., or its affiliates

## related domain names

amazon.com amazonaws.com icann.org awsdns-39.org awsdns-44.co.uk awsdns-54.com awsdns-19.net identity-protect.org Internic.net



Leading provider of web presence solutions that empower you to establish and grow your online presence.

Learn more About Us

Login

or

Create an Account

Follow Us

## Domains

Register Domain Name

Transfer Domain Name

View Domain Pricing

Whois Lookup

Name Suggestion Tool

Free with Every Domain

Domain Offers

## Hosting & Products

Linux Hosting

Windows Hosting

WordPress Hosting

Linux Reseller Hosting

Windows Reseller Hosting

Dedicated Servers

Cloud Hosting

Website Builder

## Infrastructure

Datacenter Details

Hosting Security

24 x 7 Servers Monitoring

Backup and Recovery

## Support

View Knowledge Base

Contact Support

Whois finedayfunds.com

Business Email

Report Abuse

Enterprise Email

About Whois

Google Workspace

SSL Certificates

Sitelock

CodeGuard

Copyright © Whois.com. All rights reserved | Legal Agreement | Privacy Policy



**EXHIBIT D**

(31) Crystal Chapman-Chevalier | LinkedIn



Home



My Network



Jobs



Messaging



Notifications

Me

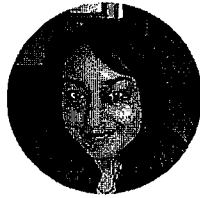


Work



Network

Try Premium

**Crystal Chapman-Chevalier** · 3rd

CEO Wolf River Development

- Wolf River Development Co
- University of Wisconsin-Platteville

Keshena, Wisconsin, United States · Contact info

201 connections

Message

+ Follow

More

**Activity**

203 followers

Crystal hasn't posted lately

Crystal's recent posts and comments will be displayed here.

[Show all activity →](#)**Experience****Chief Executive Officer**

Wolf River Development Co · Full-time

Jun 2022 - Present · 9 mos

Keshena, Wisconsin, United States

**Menominee Indian Tribe of Wisconsin**

6 yrs 6 mos

**Executive Director**

Full-time

Oct 2021 - Jun 2022 · 9 mos

**Community Development Director**

Jan 2016 - Oct 2021 · 5 yrs 10 mos

Keshena, WI

**Menominee Tribal Legislature- Vice Chairwoman**

Menominee Indian Tribe of Wisconsin

Feb 2013 - Feb 2019 · 6 yrs 1 mo

Menominee Nation

**Menominee Indian Gaming Authority- Chairwoman**

Menominee Casino Resort

Feb 2013 - Feb 2019 · 6 yrs 1 mo

Keshena, WI

(31) Crystal Chapman-Chevalier | LinkedIn



**4-H Youth Development Educator**  
University of Wisconsin-Extension  
Jun 2010 - Jan 2016 · 5 yrs 8 mos  
Menominee County/Nation

## Education



**University of Wisconsin-Platteville**  
Master's of Science (M.S.), Organizational Change Leadership  
2015 - 2022



**University of Wisconsin-Green Bay**  
Bachelor of Science (B.S.), Environmental Policy and Planning  
2009 - 2010

**College of Menominee Nation**  
Associate of Arts and Sciences (AAS), Sustainable Development  
2005 - 2007

Show all 4 education →

## Skills

### Student Affairs



Endorsed by 6 colleagues at Menominee Indian Tribe of Wisconsin



17 endorsements

### Fundraising



Endorsed by 6 colleagues at Menominee Indian Tribe of Wisconsin



15 endorsements

### Leadership Development



Endorsed by Ben Sherman who is highly skilled at this



Endorsed by 3 colleagues at Menominee Indian Tribe of Wisconsin



12 endorsements

Show all 19 skills →

## Interests

### Companies

### Groups

### Schools



**University of Wisconsin-Green Bay**  
35,026 followers

+ Follow



**Menominee Casino Resort**  
426 followers

+ Follow

Show all 7 companies →

**EXHIBIT E**

WRDC

# Wolf River Development Company

## OUR COMPANIES



### **Standing Pines Convenience Store**

Built in 2021, Standing Pines owns and operates the Menominee Reservation's most prestigious gas station and convenience store.



### **Primal Wood Products**

Started in 2020, Primal Wood Products offers firewood to Menominee Elders. Primal Woods offers fire wood for purchase.



### **Save A Lot**

Starting operations in the early 2010's, Save A Lot provides the Menominee Reservation's best and only grocery store.



### **M.I.E.D.A.**



### **Four Directions Lending**

Low dollar, fast, installment loans



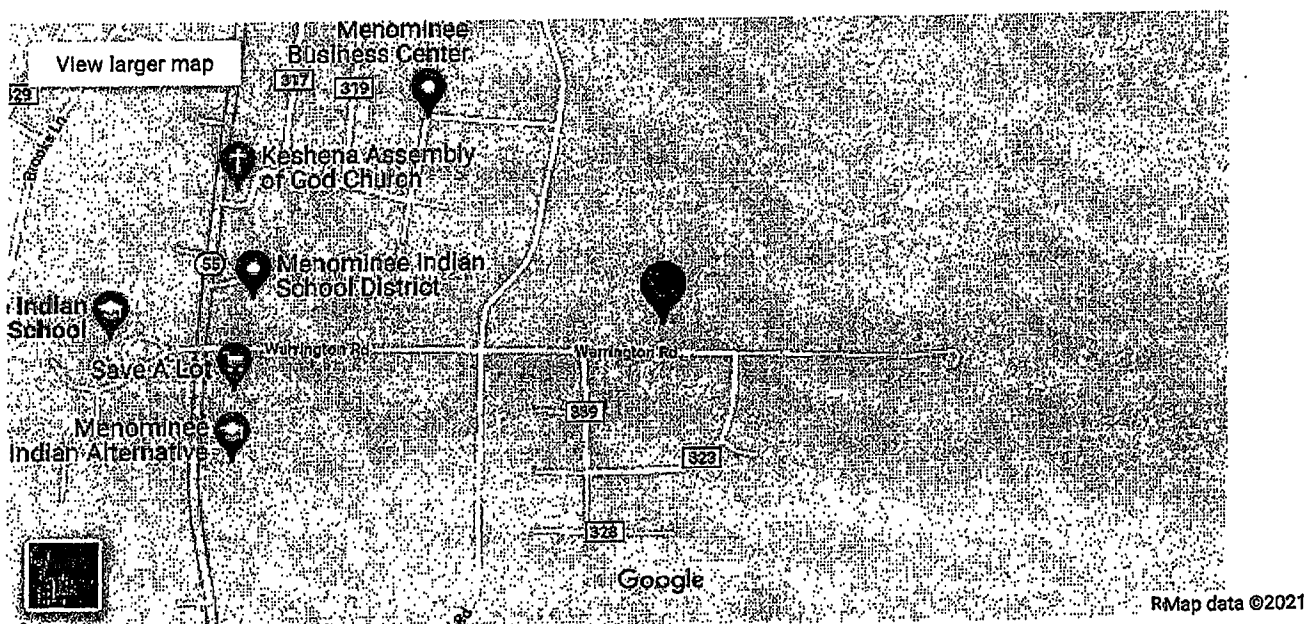
### **Five Clans Lending**

Low dollar, fast, installment Loans

WRDC

One of the first chartered  
businesses of the Menominee, a  
corporate rental property  
business

Contact :: WRDC



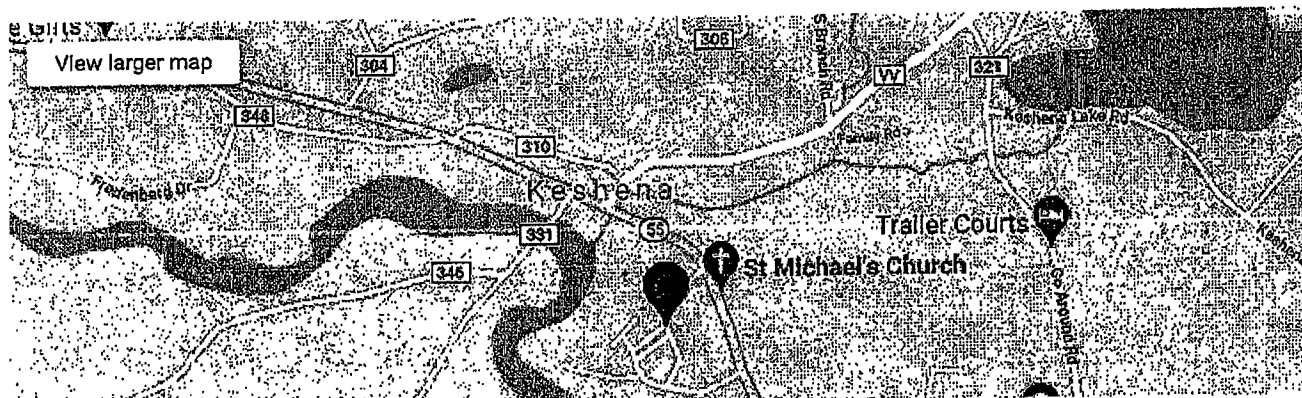
## Contact us

### WRDC Lending Offices

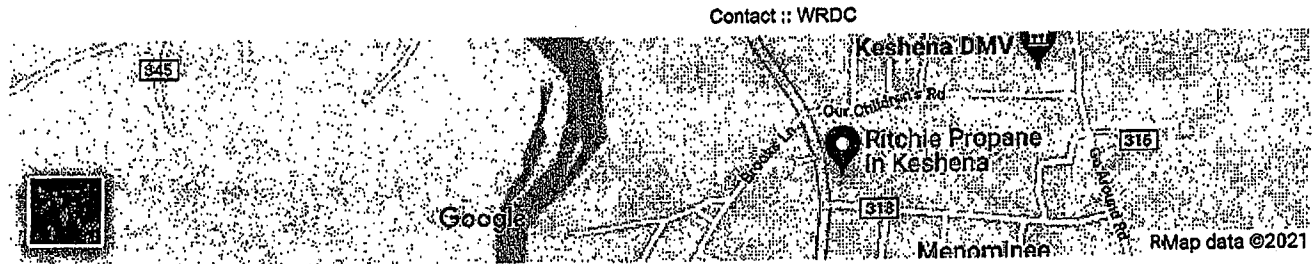
W2818 Warrington Rd Keshena WI

(715)-802-4449

[administration@wolfriverdev.com](mailto:administration@wolfriverdev.com)







## Contact us

### WRDC Headquarters

W2530 Tribal Office Loop Rd, Keshena, WI  
54135

(715)-802-4449

[administration@wolfriverdev.com](mailto:administration@wolfriverdev.com)

**EXHIBIT F**



**WOLF RIVER**  
DEVELOPMENT COMPANY

## Portfolio Support Agent

### Four Directions Lending LLC

Second Posting – Open to the general public.		
Closing Date: August 18, 2021		Minimum Pay Rate: \$12.00
Grade: 5 Non-Exempt	Status: Floater/Part-Time	Created: 11/21/2019

#### General Overview of Job:

Under the general supervision of the Operations Supervisor, the purpose of the position is to provide support services to our portfolios by reviewing loan applications/placing and/or receiving customer calls. The contact support role is a fast-paced, high volume and essential to the overall service we provide to our portfolios.

#### Essential Functions:

- Receive inbound applications and/or place outbound calls to applicants and customers
- Review and verify customer account information
- Interact with customers to establish and maintain high quality customer service
- Assist customers with inquiries, concerns, and request regarding accounts/loans
- Develop and communicate efforts to recover capital asset on default accounts
- Meet quality assurance, compliance, and other performance metrics
- Meeting minimum performance and attendance expectations/quotas
- Perform related duties as directed

#### Minimum Qualifications:

High school diploma, G.E.D or equivalent required. One (1) year experience in customer service required; experience in a call center or equivalent role preferred. MS Windows and Office 2016 or higher preferred.



### **Special Requirements:**

Candidate selected for hire must pass a drug test and employment will be contingent based on the results of said test.

Strong dependability and work ethic

Superior written and verbal communication skills

Effective time-management and organization skills

Ability to operate calmly in a fast-paced environment

Ability to work well under pressure

Ability to navigate multiple desktop/web applications

Ability to work and collaborate in a team environment

Acute attention to detail

### **Performance Aptitudes:**

**Data Utilization:** Requires the ability to perform basic level of data analysis including the ability to review, classify, categorize, prioritize, and/or reference data, statutes, and or/guidelines and/or group, rank, investigate and diagnose. Requires discretion in determining and referencing such to established standards to recognize interactive effects and relationships.

**Human Interaction:** Requires the ability to exchange information for the purpose of obtaining information or clarifying details. Explains, demonstrates, shows, helps and orients within well-established policies and standards.

**Equipment, Machinery, Tools, and Materials Utilization:** Requires the ability to operate, maneuver and/or provide simple but continuous adjustment on equipment, machinery, tools and/or materials used in performing essential functions.

**Verbal Aptitude:** Requires the ability to utilize a wide variety of reference and descriptive data and information.

**Mathematical Aptitude:** Requires the ability to perform addition, subtraction, multiplication, and division.

**Functional Reasoning:** Requires the ability to carry out instructions furnished in written, oral, or diagrammatic form. Involves semi-routine standardized work with some latitude for independent judgement concerning choices of action.

**Situational Reasoning:** Requires applying judgement, decisiveness, and creativity in dealing with situations involving the evaluation of information against measurable criteria.



**Behavior Expectations:**

Must be able to work in a properly collegial relationship with co-workers. Must be able to interact with other departments in a spirit of compromise. Must be able to take on additional responsibilities in a spirit of cooperation and teamwork. Must be able to maintain an atmosphere of trust, fairness, and respect and be mutually supportive with co-workers. Must be able to maintain strict confidentiality.

**\* Applications can be obtained by emailing [HR@wolfriverdev.com](mailto:HR@wolfriverdev.com) or by calling WRDC Administrative Offices at (715)-230-3728 \***

**EXHIBIT G**



**WOLF RIVER**  
DEVELOPMENT COMPANY

## Compliance Manager

### Five Clans Lending LLC

Second Posting – Open to the public.		
Closing Date: January 7, 2022		Minimum Pay Rate: \$ TBD
Grade: 11- Exempt	Status: Regular/Full-time	Created: 09/15/2021

#### General Overview of Job:

Under the general supervision of the Operations Director, the purpose of this position is to provide necessary compliance oversight and adaptation of procedures, policies, and reporting processes with all clients and partners.

#### Essential Functions:

- Conduct the internal investigation of compliance issues monthly, quarterly, and annually to identify issues and ensure compliance procedures are followed.
- Monitor the handling and reporting of complaints and investigation progress/outcomes to the director or others as directed.
- Conduct testing and reviews of quality assurance reports to ensure operational compliance with applicable regulating agencies as the pertain to: BSA/AML, TILA, GLBA, FDCPA, EFTA, UDAAP, ECOA, etc.
- Develop and deliver compliance reports as requested.
- Assist in the creation and enforcement of written policies and procedures related to compliance activities.
- Create, implement, and provide oversight on both new hire training, onboarding and ongoing compliance related training as required by all employees.
- Coordinate with different department managers to review all departmental compliance policies.
- Contribute to the enhancement of the overall risk and compliance profile of the company.





- Communicate with HR in the process of creating and delivering performance reviews, addressing personnel conflicts, and delivering feedback, coaching or other disciplinary as applicable.
- Interact with outside counsel and vendors as appropriate.
- Research regulations, legal requirements, and industry best practices.
- Perform related duties as directed

#### **Minimum Qualifications:**

Associates Degree in Business Administration or related field is required. Bachelor's degree preferred. Three (3) years of experience in compliance and/or quality assurance role. Experience in the lending industry is preferred.

#### **Special Requirements:**

Candidate selected for hire must pass a drug test and employment will be contingent based on the results of said test.

Driver's licenses required.

#### **Performance Aptitudes:**

**Data Utilization:** Requires the ability to perform basic level of data analysis including the ability to review, classify, categorize, prioritize, and/or reference data, statutes, and or/guidelines and/or group. Rank, investigate and diagnose. Requires discretion in determining and referencing such to established standards to recognize interactive effects and relationships.

**Human Interaction:** Requires the ability to act as a first line supervisor, including scheduling, providing employee feedback, and recommending employee selection.

**Equipment, Machinery, Tools, and Materials Utilization:** Requires the ability to operate, maneuver and/or provide simple but continuous adjustment on equipment, machinery, tools and/or materials used in performing essential functions.

**Verbal Aptitude:** Requires the ability to utilize a wide variety of reference and descriptive data and information.

Management :: WRDC

# Management

## Wolf River Development Departments



**Retail Manager -  
Angel Summers**

[angel.summers@wolfriverdev.com](mailto:angel.summers@wolfriverdev.com)



**Lending -  
Jeremy Pieper**

[jeremy.pieper@wolfriverdev.com](mailto:jeremy.pieper@wolfriverdev.com)



**Primal Woods -  
Wayne White**

[wayne.white@wolfriverdev.com](mailto:wayne.white@wolfriverdev.com)



**GM -  
Jennifer Peters**

[jennifer.peters@wolfriverdev.com](mailto:jennifer.peters@wolfriverdev.com)



**Finance Manager -  
Kyle West**

[kyle.west@wolfriverdev.com](mailto:kyle.west@wolfriverdev.com)



**HR Manager -  
Kaycee Frechette**

[kaycee.frechette@wolfriverdev.com](mailto:kaycee.frechette@wolfriverdev.com)

m